

GRANT AGREEMENT

This Grant Agreement (this “Agreement”), which is by and between Memorial Hospital of Laramie County d/b/a Cheyenne Regional Medical Center (“CRMC”), having its principal place of business at 214 East 23rd Street, Cheyenne, WY 82001, and Laramie County Coroner’s Office (“Grantee”), 3964 Archer Parkway, Cheyenne WY 82009, is effective as of the last date signed by the parties below (the “Effective Date”).

WHEREAS, CRMC operates a nonprofit, tax-exempt, general acute care patient hospital that provides inpatient and outpatient hospital services to residents of Laramie County, Wyoming and surrounding areas;

WHEREAS, Grantee has demonstrated that its mission is responsive to identified health priorities determined in collaboration with community stakeholders;

WHEREAS, Grantee has requested financial assistance from CRMC to implement a program that will benefit the community and aligns with the community needs assessment;

WHEREAS, CRMC desires to provide Grantee with such funding on the terms and conditions set forth herein and to ensure Grantee’s performance of certain Duties (as defined below); and

WHEREAS, the community health and benefit missions of CRMC and Grantee (collectively the “parties” and each a “party”), both of which are tax-exempt under Internal Revenue Code §501(c)(3), are consistent, and the parties have determined that the financial assistance by CRMC will further each of their charitable missions.

NOW THEREFORE, in consideration of the mutual covenants and agreements that follow, CRMC and Grantee agree to the following terms:

1. Grant Funding. As compensation by CRMC to Grantee for performing its Duties hereunder (as defined below), CRMC shall pay Grantee per the payment schedule outlined in Exhibit “A”. Grantee shall invoice CRMC at the beginning of each designated installment period in the exhibit, and CRMC shall pay such invoices within fifteen (15) business days of receiving such invoices provided that Grantee has met any and all deliverables or benchmarks set forth on Exhibit “A” that are conditions of Grantee’s receipt of funding.

2. Grantee to Meet Certain Requirements. In order to qualify for the funding set out above, Grantee shall perform all Duties to CRMC’s reasonable satisfaction. Grantee’s “Duties” are to perform all obligations set forth:

- a. In the body of this Agreement (and any laws, rules, policies and documents referenced in the body of this Agreement); and
- b. On Exhibit “A” and on Grantee’s Application Form, Exhibit “B”, attached hereto and incorporated herein by reference.

Grantee shall prominently display CRMC’s logo (to be supplied by Marketing and Communications Department) on all printed outreach, marketing, and publicity materials, only after obtaining approval of such materials from CRMC’s Marketing and Communications Department.

Grantee shall identify the agency as a Wyoming Institute of Population Health funded organization in audiovisual presentations, advertising, public service announcements, web sites, news releases and other communications.

Grantee shall display the CRMC logo at the agency site, agency events and activities.

Grantee shall perform its Duties consistent and in accordance with (a) the applicable industry standards of care, (b) all applicable local and customary rules of ethics and conduct in Grantee's profession, (c) all applicable laws and regulations, and (d) all applicable standards of the Joint Commission, and any other accrediting organization or body that CRMC, from time to time, notifies Grantee that are applicable to its performance of its duties hereunder. Grantee warrants and represents that Grantee has the education, experience and qualifications required to perform its duties hereunder to the foregoing standards.

3. Reporting and Accountability. Grantee shall provide all reasonably necessary information and make all reports to CRMC as CRMC may reasonably request to verify Grantee's proper and timely performance of its Duties hereunder. Upon CRMC's request, Grantee shall submit an accounting to CRMC for all funds paid by CRMC to Grantee pursuant to this Agreement, showing all expenses to which such funds have been applied. If any restrictions are placed on Grantee's use of funds it receives hereunder, Grantee shall refund any and all funds to CRMC to the extent funds paid by CRMC have been used in a manner inconsistent with such restrictions.

4. Term and Termination; Required Approvals. This Agreement shall remain in effect until June 30, 2023. This Agreement may be terminated by either party, for any or no cause, upon thirty (30) days' prior written notice to the other party. If either party terminates this Agreement prior to the end of the first year of its initial term, the parties shall not enter into the same or similar agreement with each other until the expiration of the first year of the initial term.

CRMC shall have no obligation to make any payments to Grantee hereunder unless and until this Agreement is signed by both parties and funding is approved by CRMC's Board of Trustees (or its designee).

5. Independent Contractor. Grantee shall not be considered at any time an employee of CRMC by virtue of this Agreement. CRMC shall not exercise any control or direction over the professional methods or manner in which Grantee performs its Duties hereunder. No relationship of employer and employee between Grantee and CRMC is created by this Agreement, it being understood that Grantee will act hereunder as an independent contractor and that Grantee shall not have any claim under this Agreement or otherwise against CRMC for vacation pay, sick leave, retirement benefits or employee benefits of any kind.

6. Professional Liability Insurance. Grantee shall procure and maintain, at all times during the term of this Agreement, professional liability insurance to cover Grantee's performance of its duties hereunder. Grantee, as a Wyoming Governmental Entity, is subject to the Wyoming Governmental Claims Act Wyo. Stat. Ann. § 1-39-101, (as amended). Pursuant to Wyo. Stat. Ann. § 1-39-118, Grantee maintains liability coverage through an insurance pool and Joint Powers Board, the Wyoming Association of Risk Managers' (WARM). Grantee shall maintain and provide proof of such coverage upon request to CRMC of its participating membership in a public entity risk-sharing pool for liability coverage and property coverage. Grantee shall provide CRMC with written notice of any cancellation, termination or material modification of such insurance with as much notice prior to such cancellation, termination or

material modification as is reasonable under the circumstances. If such insurance is cancelled, terminated or materially modified, CRMC may terminate this Agreement immediately without notice to Grantee.

7. **Personal Services.** CRMC and Grantee agree that no term of this Agreement is conditioned upon the admission, recommendation, referral or any other form of arrangement by Grantee for utilization by patients or others of any item or service offered by CRMC. The parties agree that no part of the consideration exchanged hereunder has been determined or taken into account the volume or value of referrals or other business generated between the parties.

8. **Waiver of Breach.** The waiver by CRMC or by Grantee of any breach of any provision of the Agreement shall not operate or be construed as a waiver of any subsequent breach by either CRMC or Grantee.

9. **Non-Assignability.** This Agreement shall be binding and shall inure to the benefit of CRMC, Grantee and their respective successors, heirs, and legal representatives. Neither this Agreement nor any rights hereunder may be assigned by Grantee without the written consent of CRMC. The parties agree that Grantee has contracted to provide services hereunder that are personal in nature and not susceptible to substitution or assignment by Grantee.

10. **Wyoming Law and Forum.** This Agreement shall be construed according to the laws of the State of Wyoming. If any action is brought to enforce or interpret this Agreement, the jurisdiction and venue shall exclusively be in the courts of Laramie County, Wyoming.

11. **Certification about status with government health programs.** Grantee certifies that it, and its employees and/or agents ("Grantee Related Persons") (a) are not now debarred, excluded or otherwise ineligible for participation in any government health care program(s); (b) have not been convicted of a felony offense in the immediately preceding seven (7) years; and (c) are not now subject to, and have no reason to believe that they are subject to, any specific investigation for violation of federal, state, or local criminal or civil law or regulation. Grantee shall report in writing to CRMC immediately if the Grantee becomes aware of such action, investigation, or effort to debar or exclude Grantee, or any Grantee Related Person, from any government health care program. Failure to disclose any relevant information regarding these matters is reason for immediate termination of this contract with cause at CRMC's sole discretion.

12. **Agreement to abide by Compliance Program.** Grantee acknowledges receiving, reviewing and understanding CRMC's *Standards of Conduct*. Grantee agrees that Grantee, and all Grantee Related Persons, will adhere to the *Standards of Conduct* as such are applicable to Grantee's performance of Grantee's Duties hereunder. Grantee likewise agrees, and shall ensure that all Grantee Related Persons agree, to act in compliance with all applicable federal, state, and local laws and regulations in performing Grantee's Duties hereunder.

13. **Confidentiality.**

- a. *Generally.* Grantee shall use its best efforts to protect the confidentiality of CRMC records and information, including, but not limited to, those related to financial, operational, and employee information of CRMC and shall comply with applicable federal, state and local laws and regulations relating to such records and information of the CRMC.

Grantee acknowledges that medical information, including payment information, regarding CRMC's patients must be kept confidential. The parties understand and agree that the Privacy and/or Security Regulations apply to the use and disclosure of Protected Health Information (as that term is defined in HIPAA) which may occur in fulfilling the duties and responsibilities delineated in the Agreement. Grantee agrees that any Protected Health Information that it receives directly or indirectly, whether or not inadvertently, through its employees or agents, regarding CRMC's patients shall be treated as confidential in compliance with all state and federal laws, including but not limited to HIPAA and the Privacy and Security Regulations. Furthermore, Grantee agrees to execute any necessary documents to comply with such state and federal laws and regulations, including a Business Associate Agreement if necessary.

14. Governmental Immunity. The parties acknowledge that CRMC and Grantee do not, by entering into this Agreement, waive the tort immunity provided to them by the Wyoming Governmental Claims Act, W.S. § 1-39-101 et seq. (the "Act"), and the parties retain all immunities and defenses provided to them by the Act. Furthermore, as contemplated by the Act (in W.S. § 1-39-104(a)), CRMC and Grantee specifically reserves to themselves immunity from actions based upon contract, including actions based upon this Agreement. Any part of this Agreement that conflicts either with the tort immunity provided by the Act or with the parties reservation of contractual immunity under this Section shall be void and of no effect. Any actions or claims against the parties under this Agreement, to the extent that the same are permissible under the terms of this Section and/or applicable law, must be brought in accordance with the procedural requirements of the Act.

15. Entire Agreement/Modifications. This instrument constitutes the entire Agreement between the parties, superseding all prior communications, oral or written. No statements, promises or inducements made by either party or agent of either party, express or implied, shall be valid or binding if not contained in the written Agreement. No modifications to the Agreement shall be effective or binding unless in writing over the duly authorized signatures of the parties hereto. This section shall not be deemed waived by any alteration or modification, which does not conform to the above provisions of this section.

16. Counterparts. This Agreement may be executed simultaneously, in one or more counterparts, each of which shall be deemed an original but all of which shall together constitute one and the same instrument.

17. Change of Law. The terms of the Agreement are intended to be in compliance with all federal, state and local statutes, regulations and ordinances applicable as of the Effective Date. In the event of conflict, the state and/or the federal law will supersede the terms of the Agreement. The parties agree to execute such amendments as may be necessary for compliance with such laws or regulations as they are promulgated or become final and effective. In the event that any federal or state legislative or regulatory authority adopts any law or regulation which (a) renders the Agreement illegal or prohibited by applicable law or regulation; (b) threatens CRMC's tax-exempt status; (c) establishes a material adverse change in the method or amount of reimbursement or payment for services under the Agreement; (d) imposes requirements which require a material adverse change in the manner of either party's operations under the Agreement or (e) legal counsel for either party gives a good faith opinion that the application of any law, regardless of when adopted, poses a substantial threat of any of the foregoing, then, upon the request of either party, the parties will enter into good faith negotiations for the purpose of establishing such amendments or modifications as may be appropriate in order to accommodate the change in law or regulations while preserving the original intent of the Agreement to the

greatest extent possible. If, after fifteen (15) days of such good faith negotiations, the parties are unable to reach an agreement as to how the Agreement will continue, then either party may terminate the Agreement upon one (1) day prior written notice. Notwithstanding the foregoing, if the change in law requires the immediate termination of the Agreement, the Agreement will be deemed to be so terminated.

18. Cooperation Regarding Medicare Reimbursement. Grantee will make available to CRMC, the Secretary of Health and Human Services or to the Comptroller General of the United States (or to any of their duly authorized representatives) copies of this Agreement (including all amendments thereto) and its books, documents and records to the extent necessary to verify the nature and extent of the consideration exchanged by the parties hereunder. Such access shall be limited to a period of six (6) years after the furnishing of the services hereunder. If access is requested by CRMC, CRMC shall provide reasonable notice to Grantee of its desire for access, and access shall be provided at a reasonable time by Grantee. All other access permitted hereunder shall be provided in accordance with the written regulations established by the Secretary of Health and Human Services. Should Grantee carry out any of its duties through a sub-contract with an organization that is "related to" Grantee (within the meaning of 42 C.F.R. § 420.301), that sub-contract shall contain a clause placing the same duty on the organization as this Section places on Grantee.

19. Severability. In the event that any provision of the Agreement (or portion thereof) is determined by a court of competent jurisdiction to be invalid or otherwise unenforceable, such provision (or part thereof) shall be enforced to the extent possible consistent within the stated intention of the parties, or if incapable of such enforcement, shall be deemed to be deleted from the Agreement, while the remainder of the Agreement shall continue in full force and remain in effect according to its stated terms and conditions.

20. No Conflict. Grantee warrants and represents that Grantee is not violating or breaching any term or condition of any other agreement, including any covenant not-to-compete or employment agreement, by entering into this Agreement. In the event Grantee breaches this warranty, Grantee agrees to indemnify, defend and hold CRMC harmless from any claim brought against CRMC by any person or entity claiming to be damaged by Grantee's breach of violation of such agreement.

21. Survivability. Any provision of this Agreement that by its very nature should survive the termination of this Agreement shall be deemed to so survive. Without limiting the generality of the foregoing, Sections 10, 13, 14, 18 and 25 of this Agreement shall be deemed to survive the termination of this Agreement.

22. Headings. The headings contained herein are for reference only and are not a part of this Agreement and shall not be used in connection with the interpretation of this Agreement.

23. Contract Interpretation. Each party hereto acknowledges that it has had ample opportunity to review and comment on this Agreement. This Agreement shall be read and interpreted according to its plain meaning and an ambiguity shall not be construed against either party. It is expressly agreed by the parties that the judicial rule of construction that a document should be more strictly construed against the draftsman thereof shall not apply to any provision of this Agreement.

24. Equal Access. The parties acknowledge that they make no distinction in the rendition of services or benefits to patients on the grounds of race, religion, color, creed, national origin, sex, age, handicap, or ability to pay.

25. Trademarks and Copyrights. Each party reserves the right to the control and use of its respective names, copyrights, symbols, trademarks and service marks presently existing or later established. Neither party shall use the other party's name, copyrights, symbols, trademarks or service marks in advertising or promotional materials nor otherwise without the approval of the other party, and any such approval granted shall be withdrawn immediately upon the earlier of written notice of such other party or termination of this Agreement. Each party hereby grants the other party the non-exclusive right to use the name, address, specialty and other pertinent biographical data of such party in connection with the obligations of the respective parties hereunder.

26. Inclusion on Master List of Contracts. The parties agree that this Agreement will be added to the master list of contracts kept by CRMC, which may be referenced to determine the status of all current agreements pursuant to which Grantee "furnishes", as that term is defined in C.F.R. 411.357(d)(ii), items or services to CRMC. CRMC's master list of contracts is maintained by its Contract Coordinator at 214 E. 23rd St., Cheyenne, Wyoming 82001.

SIGNATURES

MEMORIAL HOSPITAL OF LARAMIE COUNTY D/B/A CHEYENNE REGIONAL MEDICAL CENTER:

By: _____
Name: _____
Title: _____
Date: _____

GRANTEE:

By: _____
Name: _____
Title: _____
Date: _____

RECEIVED AND APPROVED AS
TO FORM ONLY BY THE
LARAMIE COUNTY ATTORNEY



EXHIBIT "A"

SPECIFIC GRANT REQUIREMENTS

Description of what the grant money will be used for and why this is important – i.e., what end will be served, or goal accomplished?

- Our agencies have seen high suicide rates in the community and the long lasting affects those deaths have on families and communities as a whole.
- The grant money would be used to purchase resource materials such as books and journals for families and friends to utilize. Having these materials available, we are providing a quick response to those at risk for suicidal thoughts or actions.

Reports documenting the deliverables, benchmarks and any other requirement will be submitted by the Grantee to CRMC's Office of Community Health. Reports will be submitted electronically by the following dates:

- A final report will completed and submitted annually.

As compensation by CRMC to Grantee for performing its Duties, CRMC shall pay Grantee a maximum two thousand five hundred dollars and zero cents (\$2,500.00).

Grantee will utilize the grant funding for those activities specifically outlined in the grant application. Requests to redirect funding must be submitted in writing to the Office of Community Health. The Office of Community Health will indicate their approval or denial of such requests in writing to the grantee. Funds shall not be redirected, or expenditures made until written approval is granted.

EXHIBIT "B"

GRANTEE APPLICATION FORM



General Community Benefit Funding Application

Cover Sheet:

Date of Request: April 15, 2022

Program/Activity Title: Laramie County Suicide Prevention

Organization's Legal Name: Laramie County Coroner's Office

Physical Address: 3964 Archer Parkway, Cheyenne, WY 82009

Website: <https://www.laramiecountywy.gov/officials/CountyCoroner/index.aspx>

Key Contact for this Project: Rebecca Reid

Phone Number: 307-637-8000

Email Address: Rebecca.Reid@laramiecountywy.gov

Estimated length of proposed service: Six months for initial purchases

Estimated start date: 8/1/2022

Amount Requested \$2,500.00

Dates and amounts of funds/resources previously provided by Cheyenne Regional for this purpose:

\$0.00 we are a first time applicant for community benefit funds.

Please describe other funders of this project:

The Laramie County Coroner's Office has received prevention funding for providing suicide prevention and educational resources.

What percent of your operating budget do these funds represent?

Less than 2% and is not considered standard operations.

Typed Name, Signature and date signed of the Program Director:

A handwritten signature in blue ink that reads "Rebecca Reid" with a large, stylized flourish at the end.

Rebecca Reid, Laramie County Coroner

Date: April 18, 2022

Two (2)-page narrative, please explain the following:

Background: Detail the causes/conditions/need leading to your request. What condition of community well-being will be enhanced through your activity? Provide information about how the need has been met or not met in the past.

Unfortunately, high suicide rates and the lingering effects are not new to Laramie County. The State of Wyoming is leading the nation on the prevalence of suicide deaths, 31 per 100,000 deaths, which is more than double the national average of 14. Our agencies have seen high suicide rates in the community and the long lasting affects those deaths have on the families and communities as a whole. Statistics and research show that people with a family history of completed suicides, as compared with those without such history, are at a 2.1 fold increased risk of dying by suicide. Our agencies currently carry folders that have printed materials such as brochures, but this limited information and is not always enough for a grieving family. Thanks to the 2019/2020 and 2021/2022 prevention grants, we were able to start carrying resource books for those in need and have quickly gone through our supply. We believe that this shows the importance and need for resources such as this in our community to prevent suicides. The requested funding would be to purchase resource materials, such as books and journals, for families and friends to utilize. These materials would be accessible by the Grief Support Group Members and Loss Team Members at all times. In simply having materials immediately available, we are providing a quick response to those at risk for suicidal thoughts or actions. We work closely with Grace for 2 Brothers and receive some of our wonderful brochure materials from them and will continue this effort; this request is to enhance the available resources for grieving families in Laramie County. We requested \$12,000 from the prevention funds and received \$5,000. We do not want to limit our ability to provide resources to families struggling with the loss of a loved one and therefore, we are requesting support through the Community Benefit Application.

Situation: Briefly describe the activities that will be funded through this grant. How does the activity you propose benefit the community, while meeting Cheyenne Regional Medical Center's broad definition of health? (See Attachment 1)

We are requesting funding to purchase educational materials on coping and processing suicides, to hand out to family and friends of suicide ads. The Coroner's Office, in partnership with the Greif Support Group and the Loss Team will have access to the resources for distribution to household members affected by the suicide of a loved one. These activities will directly relate to our goal of providing "care and support to individuals affected by suicide deaths and attempt to promote healing and implement community strategies to help prevent suicides." Having the appropriate reference and resource materials available on scene will help individuals immediately when they are the most vulnerable after losing a loved one to suicide. We are requesting several books for each Grief Support Group members and Loss Team members to have available to provide to families. Our department, along with the Grief Support Group, and the Loss Team, cover all of Laramie County and have the capacity to work and impact the entire county from Cheyenne to the smaller communities of Albin, Burns and Pine Bluffs.

Suicide affects numerous lives on a daily basis and falls into the components of health in the terms of personal behaviors, the environment and community we live in and the care we receive. Providing immediate support and educational materials helps families and friends experiencing loss of a loved one to prevention additional suicides within our community. We are confident that with our community partnerships we can reach all families who experience the loss of a loved one to suicide and provide outreach efforts to prevent future suicides.

Analysis: Provide data illustrating need for the activities you propose and your organization's ability to meet those needs. Provide performance measures against you will monitor for effectiveness. What happens if your request is not met? What is the potential return on the investment to the community? If you have previously received funding through Cheyenne Regional for this project please include data that speaks to how the funds were utilized effectively.

This project originally began in 2019, and we do know by the reaction of those receiving books and resources that it is well received and needed. Statistics for 2019 show that twenty-four individuals died by suicide in Laramie County and of those, twenty-two of their families received resources from us. Of the families that experienced the suicides of a loved one over fifty-two individuals received books and resources for dealing with such a loss (some members received multiple resources). In 2020, we had twenty-eight suicides and provided over fifty-seven books to family members and friends that were impacted by a loss due to suicide. In 2021, we had twenty-four suicides, families and friends received over eighty-one books and resources. In 2022, we have provided over twenty-nine books and resources to eight families and friends who lost a loved one to suicide. It should also be noted that resources were provided to other family members who experienced a loss other than suicide and need resources. Those that are receiving the books and resources have the option to either keep or return the resources for use by others. It is our hope that in helping surviving family members and friends with knowledge and coping skills, it may help to stop the continuation of suicide in that family or relationship circle. We have community members that have also donated books and resources to the Coroner's Office for use within the community.

Our implementation area will be all of Laramie County to include the smaller jurisdictions and the unincorporated county. Our resources are also made available to outside agencies such as FE Warren and the National Guard. Suicide is a societal component that cannot be predicted, but we do know that family members of a suicide victim are at an increased risk for suicide themselves. "Having a family history, like any other risk factors, indicates that a person is at an increased risk in comparison to people without such exposure; it cannot predict if the person is destined to attempt or complete suicide" (The Relationship of Suicide Risk to Family History of Suicide and Psychiatric Disorders). The Laramie County Coroner, Rebecca Reid, has been tracking suicide rates in our community, based on age, gender, and method since 2013. Our project will be to establish effective comprehensive support programs for individuals bereaved by suicide, and promote the full implementation of those guidelines within the community.

Request: Detail the amount of your request (line item justifications will be most helpful to explain how the funding will be used). Provide any information about other funding sources that may be blended to meet the need.

We are requesting \$2,500 for our agencies to share resources (Coroner's Office, Grief Support Group, and the Loss Team,) over a six-month period. We are requesting books, journals and, two pocket folders to continue to print off materials from Grace for 2 Brothers to be carried by team members, deputies, officers, and the coroner's office. The books and resource materials that we are requesting include but are not limited to: Healing a Grandparents Grieving Heart, Understanding your Suicide, The Understanding Your Suicide Grief Journal, Healing After the Loss of your Mother, It's Ok that you are not Ok, I wasn't ready to say Goodbye, Progressing through Grief, Surviving the Loss of a Sibling, Surviving the Loss of a Spouse, My Grief Journey Coloring Books kids, Grieving Dads, Surviving the Loss of a Parent. It is our goal to have a variety of resources available for all suicidal classifications (loss of spouse, sibling, parent, friend etc.)

Books range in price from \$9.56 to \$16.74 each without shipping expenses. We are estimating spending \$2,500 on books and folders, which will provide approximately 175 items. This is based off similar purchases made with prevention grant funding. The requested funding would be used to purchase materials and provide them to the community in response to county suicides and other losses. Each suicide is said to intimately effect at least

six to one hundred and thirty-five other people. This ranges from intimate friends and family and expands to coworkers, and community members (Suicide Research Consortium).

Partners/

Stakeholders: Describe the current role you plan in the Laramie County Community Partnership, and name the Action Teams on which you serve. Describe actions taken by this collective group in support this proposal; attach letters of support from partners with whom you work to achieve the program goals.

The Laramie County Coroner's Office attends Laramie County Community Partnership meetings and the behavioral health action team meetings. Our office also participates in the suicide review panel and other community activities associated with suicide in our community. Our office and the Grief Support Group and Loss team are active in providing timely and appropriate support and educational services to families experiencing the loss of a loved one.

Duplication: Are there already comparable programs in the community offering this program? If so, explain what makes your program unique and how will you work to partner with the other program provider to reduce duplication of services.

The Coroner's Office, Grief Support group and the Loss Team play a unique role in deaths within our community. We are on scene quickly, can provide immediate assistance, and can be a resource after a family has processed the experience. We provide resources that can be kept or returned. No other agency to our knowledge in Laramie County hands out books and resources comparable to what we offer. We do not believe there is any duplication to our program.

Thank you for your time and consideration.